tiff may recover the full value. *Dazey* v. *New York Central & H. R. R. Co.*, 150 N. Y. Supp. 58 (Sup. Ct.).

The court construes the statute as declaratory of the common law, which holds the carrier to full liability in the absence of an estoppel against the shipper owing to express agreement or valuation. *Rawson* v. *Pennsylvania R. Co.*, 48 N. Y. 212. Filing the regulation with the commission seems properly held not to carry constructive notice of the limitation to the shipper. An opposite conclusion, however, has been reached as to shipments under the Interstate Commerce Act. *Boston & Maine R. Co.* v. *Hooker*, 233 U. S. 97, criticised in 27 HARV. L. REV. 737. It is to be regretted that so desirable a rule as that of the principal case should have been thus restricted in operation.

CONFLICT OF LAWS — OBLIGATIONS *EX DELICTO:* CREATION AND ENFORCEMENT — ACTION BY PERSONAL REPRESENTATIVE FOR TORT COMMITTED UNDER FOREIGN STATUTE WHICH VESTED THE RIGHT IN BENEFICIARIES. — The Pennsylvania death statute gave an action to the widow of the deceased, but if no widow, to his personal representative, the damages to go to the widow and children. In default of such relatives it vested the action in the parents of the deceased. The New York statute created a similar right, but provided that the suit be brought in all cases by the deceased's personal representative. Two servants of the defendant were wrongfully killed in Pennsylvania. Suits were brought in New York by their personal representatives, in the one case for the benefit of the wife and child, in the second for that of the parents. *Held*, that recovery be allowed in the first case, and refused in the second. *Teti* v. *Consolidated Coal Co.*, 217 Fed. 443 (N. D., N. Y.).

When a statutory tort is committed in a foreign jurisdiction, the statute of that sovereign creates the right of action. *Usher* v. *West Jersey R. Co.*, 126 Pa. St. 206, 17 Atl. 597; *Higgins* v. *Central N. E. & W. R. Co.*, 155 Mass. 176, 29 N. E. 534. It may therefore limit the extent of the right and determine to whom the cause of action shall be given. *Stone* v. *Groton, etc. Co.*, 77 Hun (N. Y.) 99, 28 N. Y. Supp. 446. See 18 HARV. L. REV. 220. Some courts have held, however, that where there is an analogous statute in the state where suit is brought, allowing some other person to sue than the one designated by the *lex loci delicti*, the former may sue. *Stewart* v. *Baltimore & Ohio R. Co.*, 168 U. S. 445. These cases are limited on their facts to situations where the two statutes designate the same persons to take the money ultimately, but give the cause of action itself to different representatives. It is said that the court will look at the substance of the matter rather than the form, and will not be influenced by a difference in the formal parties plaintiff. See *Strait* v. *Yazoo & M. V. R. Co.*, 209 Fed. 157. The principal case adopts this distinction, and accordingly allows recovery in the first case, but reaches the contrary result in the second, where the cause of action vested in the parents for their own benefit and not in a representative capacity. While this classification reconciles the conflicting cases there seems little to be said for it on theory. For if "justice" can be supposed to require the entertainment of a suit brought by a person who has no cause of action under the statute, there would seem to be no logic in confining the operation of this over liberal rule to the one class of cases.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTE FORBIDDING EXACTION OF AN AGREEMENT NOT TO BELONG TO LABOR UNION AS CONDITION OF EMPLOYMENT. — A statute prohibited employers from requiring of laborers an agreement not to belong to a labor union, as a condition of either securing or continuing in a job. KANSAS SESSION LAWS OF 1903, C. 222; GEN. STAT. KANSAS, 1909, §§ 4674, 4675. *Held*, that the

statute is obnoxious to the Fourteenth Amendment. *Coppage* v. *Kansas*, 236 U. S. 1.

For a discussion of this case, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTE REQUIRING CORPORATIONS TO GIVE TRUE REASON FOR DISCHARGING EMPLOYEES. — A statute required every corporation to give a discharged employee a true statement of the reason for dismissal, within ten days after application therefor. *Held*, that the statute is obnoxious to the Fourteenth Amendment. *St. Louis S. W. Ry. Co.* v. *Griffin*, 171 S. W. 703 (Tex.).

For a discussion of the right to restrict liberty of contract, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTE REQUIRING EMPLOYERS TO GIVE EMPLOYEES ONE DAY OF REST IN SEVEN. — A statute required manufacturing and mercantile establishments to give their employees twenty-four consecutive hours of rest in every seven days. NEW YORK LABOR LAW, Art. 6, § 8 *a*; CONSOLIDATED LAWS, c. 31 (LAWS OF 1909, c. 36), as amended LAWS OF 1913, c. 740; PENAL LAW, § 1275. *Held*, that the statute is not a deprivation of liberty without due process of law. *People* v. *C. Klinck Packing Co.*, 52 N. Y. L. J. 1925 (Ct. App.).

For a discussion of this case, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT: STATUTES RESTRICTING EMPLOYMENT OF ALIENS. — A statute required municipal corporations to employ on public works only United States citizens. NEW YORK LABOR LAW, Art. 2, § 14; LAWS OF 1909, c. 36. *Held*, that the statute deprives aliens of their rights under the Fourteenth Amendment. *People* v. *Crane*, 52 N. Y. L. J. 1408 (N. Y. App. Div.).

An Arizona statute forbade any employer to hire more than a certain percentage of aliens. *Held*, that the statute is unconstitutional. *Raich* v. *Attorney-General* (not yet reported. Decided by the U. S. Dist. Ct., Dist. of Arizona, early in January, 1915).

For a discussion of these cases, in connection with the general problem of liberty of contract under the Constitution, see NOTES, p. 496.

CORPORATIONS — CHARTERS — REFORMATION OF CHARTER FOR MISTAKE OF INCORPORATORS. — Articles of incorporation, filed in compliance with a general law, by mistake of the incorporators failed to include a qualification on the clause restricting the right to dispose of stock. *Held*, that equity has no jurisdiction to reform the articles. *Casper* v. *Kalt-Zimmers Mfg. Co.*, 149 N. W. 754 (Wis.).

At common law the creation of corporations is the prerogative of the sovereign, exercised, under the constitutional theory of division of powers, by the legislature. See *Spotswood* v. *Morris*, 12 Ida., 360, 383, 85 Pac. 1094, 1101; *People* v. *Coleman*, 59 Hun (N. Y.) 624, 13 N. Y. Supp. 833. See *McKim* v. *Odom*, 3 Bland Ch. (Md.) 407, 417. The special grant of a corporate charter is therefore regarded as a legislative act. *Lee* v. *Bude & T. J. Ry. Co.*, L. R. 6 C. P. 576. The same theory has prevailed where the incorporation is under a general law. See *Lord* v. *Equitable Life Assur. Society*, 194 N. Y. 212, 238, 87 N. E. 443, 452. In substance, however, incorporation under a general law is consensual in nature. By passing such a law the sovereign seems to have entrusted his prerogative, to that extent, to the people, leaving them free to incorporate at their own volition. The act of filing the articles of incorporation in substance places on record the contract between the incorporators, and in